

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

HORNADY MANUFACTURING
COMPANY, a Nebraska Corporation,

Plaintiff,

v.

THE BENEFIT GROUP, INC., a
Nebraska corporation, PERICO LIFE
INSURANCE COMPANY, a Delaware
corporation, and PRENTISS &
ASSOCIATES, INC., a Kansas
corporation,

Defendants.

8:10CV150

MEMORANDUM AND ORDER

This matter is before the court on the findings and recommendation of the magistrate judge, Filing No. [23](#), that this court remand the case to the District Court of Hall County, Nebraska. See Filing No. [10](#). No objections have been filed to the findings and recommendation of the magistrate judge.

A district court reviews de novo those portions of a magistrate's order that are objected to by a party. [Grinder v. Gammon, 73 F.3d 793, 792 \(8th Cir. 1996\)](#). "A judge of the court may accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate judge. The judge may also receive further evidence or recommit the matter to the magistrate judge with instructions." 28 U.S.C. § 636(b)(1)(2006). A district court may reconsider a magistrate judge's ruling where it has been shown that the ruling is clearly erroneous or contrary to law. [Ferguson v. United States, 484 F.3d 1068, 1076 \(8th Cir. 2007\)](#) (citing 28 U.S.C. § 636(b)(1)(A) (2006)).

The court has carefully reviewed the record and determines that the magistrate judge's factual and legal analysis is correct and the case should be remanded to state court.

THEREFORE, IT IS ORDERED:

1. The findings and recommendation of the magistrate judge, Filing No. [23](#), is adopted in its entirety;
2. This case is remanded to District Court of Hall County, Nebraska; and
3. The motion to remand, Filing No. [10](#), is granted.

DATED this 10th day of November, 2010.

BY THE COURT:

s/ Joseph F. Bataillon
Chief District Judge

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